

ANNEX NO. 2  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
ARMSTRONG FLIGHT RESEARCH CENTER  
AND STRATOLAUNCH, LLC  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. 31693, DATED FEBRUARY 13, 2020 (ANNEX NUMBER 31875)

ARTICLE 1. PURPOSE

This Annex will allow Stratolaunch pilots and flight engineers periodic use of NASA's SOFIA B747-200 Flight Simulator, located in Denver, Colorado.

The Stratolaunch Carrier Aircraft is a unique aircraft with flight controls similar in configuration to NASA's SOFIA B747SP aircraft. Both Stratolaunch and NASA aircraft have heritage 747 configurations (no longer in commercial service), and other commercially available B747 simulators are configured for later model aircraft, which do not provide the required cockpit set-up, including the Flight Engineer station configuration and displays.

The NASA simulator provides the appropriate configuration to develop pilot and flight engineer proficiency and type rating in the 747-model required for Stratolaunch's needs.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA AFRC will use reasonable efforts to:

1. Provide Stratolaunch pilots and flight engineers access to the NASA SOFIA B747 Flight Simulator (Denver, CO) for the purpose of pilot and flight engineer recurrent training and the practice of test maneuvers. Access is expected to be up to 100 hours per year, and scheduled as mutually determined between the parties.

B. Partner will use reasonable efforts to:

1. Provide NASA with reasonable notice of proposed simulator training periods (20-30 days).
2. Obey all relevant rules concerning simulator training operation and safety.
3. Reimburse NASA in appropriate amounts to cover the full cost of their periodic use of the simulator.

### ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

Stratolaunch first use of NASA B747 Simulator

April 2020

### ARTICLE 4. FINANCIAL OBLIGATIONS

- A. Partner agrees to reimburse NASA at a rate of \$450 per simulator hour (an annual estimated cost of \$45,000 for maximum 100 hour per year usage) for NASA to carry out its responsibilities under this Agreement. Additional usage may be tendered if additional time on the simulator is requested and agreed to by the parties.
- B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within six (6) months after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement.

### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

- A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of two years.
- B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.
  - 1. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
  - 2. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
  - 3. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
  - 4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

#### ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

#### ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

##### Management Points of Contact

##### NASA Armstrong Flight Research Center    Stratolaunch, LLC

Michael Gaunce  
Mission Manager, SOFIA Project  
ARC MS 151-21  
Moffett Field, CA 94036  
Phone: 650-604-12676  
michael.t.gaunce@nasa.gov

Dean Spahr  
Project Pilot  
Stratolaunch LLC  
Mojave, CA  
Phone: 661-754-4014  
dean.spahr@stratolaunch.com

#### ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

#### ARTICLE 10. SIGNATORY AUTHORITY

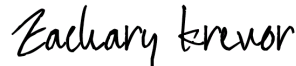
The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND    STRATOLAUNCH, LLC  
SPACE ADMINISTRATION

ARMSTRONG FLIGHT RESEARCH  
CENTER

BY:   
David McBride  
Center Director

DocuSigned by:



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BY: \_\_\_\_\_  
Zachary C. Krevor  
Chief Operating Officer

DATE: \_\_\_\_5/20/2020\_\_\_\_\_

DATE: \_\_\_\_6/18/2020\_\_\_\_\_